



ATHLETE / ARCHERY MANITOBA AGREEMENT

2022 - 2023

Athlete / Archery Manitoba Agreement – General Purpose and Overview

Archery Manitoba selects, or invites, individual athletes to participate in its provincial team programs with the objective to have the athlete represent Manitoba at local, provincial, national and international events, such as the Canadian Archery Championships, Manitoba Winter Games, Provincial Championships or other out of province archery competitions or Archery Manitoba activities or events, such as training camps & sessions. Additionally, and as applicable, Archery Manitoba selects, or nominates, athletes to multi-sport games (e.g., Sport Manitoba – Team Manitoba) as the best qualified individuals, from among those athletes meeting established criteria, to compete for Manitoba.

The purpose of this Agreement is to establish a set of rights, obligations and commitments for both, the Athlete and Archery Manitoba.

Athletes may receive financial support from Archery Manitoba. It is important that the Athlete understands the basis on which financial support is provided, the actions and activities necessary to maintain this funding, and the actions and activities that would cause the support to be terminated.

Similarly, Archery Manitoba understands its rights, obligations and commitments to the athletes that participate on behalf of Archery Manitoba. In doing so, Archery Manitoba must also recognize the rights of the Athlete as laid out in the body of this Agreement.

The Athlete is required to review all the material attached and is encouraged to consult with the applicable Archery Manitoba Athlete Representative or the Archery Manitoba Executive Director in the case of questions or concerns. In turn, the Athlete Representative or the Executive Director will research the related issues and questions with the Athlete Development Committee and reply to the Athlete within a reasonable time.

All Athletes wishing to participate in Archery Manitoba's Provincial Team programs (e.g., activities and events such as strength training, technical training and, training camps), or who are selected to represent Archery Manitoba at funded competitions, must sign this Agreement.

The signed Agreement will then be forwarded to the Archery Manitoba office for signature by the Archery Manitoba Executive Director or designate. Until both the Athlete and the Archery Manitoba Executive Director or designate have signed the Agreement, an Athlete **may not**: receive any funds; represent Archery Manitoba in competition as a program member; or participate in provincial team programming.

ATHLETE / ARCHERY MANITOBA AGREEMENT

AGREEMENT made this _____ day and _____ month of 20__

BETWEEN

Archery Manitoba

AND

_____,
Print Full Name (hereinafter referred to as the "Athlete"),

and which is to be in effect from November 1, 2022 to October 31, 2023.

WHEREAS all Athletes representing Archery Manitoba in funded competitions are required to enter into a written agreement to be signed by Archery Manitoba and the Athlete who represents Archery Manitoba in funded competition;

WHEREAS all Athletes wishing to participate in Archery Manitoba's provincial team programs are required to enter into a written agreement to be signed by Archery Manitoba and the Athlete participating in the program;

WHEREAS Archery Manitoba is recognized by Archery Manitoba and Sport Manitoba as the sole Provincial Sport Organization (PSO) governing the sport of archery in Manitoba;

WHEREAS it is desirable to clearly establish the relationship between Archery Manitoba and the Athlete by detailing their respective rights and obligations; and

NOW THEREFORE the parties hereto agree to the following clauses:

SECTION I: DEFINITIONS

1. **"Athlete"** means the individual signing this Agreement and includes an individual who has:
 - a. received funding from Archery Manitoba to assist his/her training and competitive endeavors;
 - b. been selected by Archery Manitoba to participate as a member in any of its programs; and
 - c. been selected to represent Archery Manitoba in interprovincial competition.

2. **“Athlete’s Personal Attributes”** means anything specific to the identity of the athlete that would evoke their identity to the public, such as name, voice, signature, photo/likeness, and any other identifiable feature.
3. **"Event"** means any single activity, such as a competition, training session or training camp, which is part of the Program.
4. **“Provincial Athlete Pool (PAP)”** is comprised of those athletes that are: i) selected to an Team Manitoba Event (Manitoba Winter Games); ii) Squad ranked athletes according to Archery Manitoba’s minimum qualifying standards; OR iii) participating in an Archery Manitoba high performance program activity or event such as a training session or camp.
5. **“PSO”** means Provincial Sport Organization.
6. **“Provincial Team”** is defined as a formal group of athletes, coaches and support staff who are selected by Archery Manitoba to represent Manitoba at specified inter Provincial archery events, or to participate in its programs.
7. **"Program/s"** is defined to mean any activities and events that the athlete is engaged in, including, but not limited to:
 - a. Canadian Archery Championships, Canadian Western Championships (Canada Cup), Canada Winter Games, Manitoba Winter Games.
 - b. Archery Manitoba Provincial championships;
 - c. Archery Manitoba training centres;
 - d. Archery Manitoba training camps;
 - e. Archery Manitoba training groups;
 - f. Archery Canada activities under the ‘Next Generation’ program called TOP;
 - g. Medical and performance testing undertaken by Archery Manitoba;
 - h. Archery Manitoba meetings;
 - i. Archery Manitoba events;
 - j. Archery Manitoba awards ceremonies;
 - k. Promotional and media activities; and
 - l. Personal appearances when representing Archery Manitoba.
8. **“Program Leadership”** is referred to as the Provincial Coach, the team manger, VP Athlete Development, or an individual assigned by Archery Manitoba’s Athlete Development Committee.
9. **"Year"** is the 12-month period from November 1, 2022 to October 31, 2023

SECTION II: ARCHERY MANITOBA OBLIGATIONS

Archery Manitoba shall:

- a. Select, organize and operate a Provincial Team consisting of athletes, coaches and necessary support staff to represent Manitoba at various levels and events in the sport of Archery.
- b. Inform the Athlete of any changes to its selection policy at least one (1) month in advance of the application of the change to the policy.
- c. Make a best effort to publish any **event specific selection addendum**, pertaining to a event, at least one (1) month in advance of the selection date for the applicable event.
- d. Protect all personal, medical, and confidential information gathered in relation to the Athlete, by not supplying this information to outside parties without explicit and informed consent of the Athlete, unless required to do so by law, by requirements of the Archery Canada Reciprocity Policy, or in accordance with the Canadian Anti-Doping Program policies.
- e. Involve athletes in the decision-making process by way of their Athlete Representative who is nominated by the team members to represent them as a voting member of the Athlete Development Committee.
- f. Provide timely communication to the greatest extent possible, with respect to annual program plans and events, and identify a program leadership “point of contact” regarding questions pertaining to said plans or events.
- g. Communicate with Athletes both orally and in writing in the language of their choice (French or English).
- h. Provide liability insurance coverage for activities associated with the Provincial Team Programs.
- i. Provide a dispute resolution mechanism with respect to any dispute the Athlete may have with Archery Manitoba.
- j. Conform to all Archery Manitoba Codes and Policies, including but not limited to the Archery Manitoba Code of Conduct and the Archery Manitoba Social Media Policy, as well as any other Archery Manitoba policies.
- k. Conduct selection of members for all Provincial teams in a manner that is in conformity with the generally accepted principles of natural justice and procedural fairness.

- I. Provide the athlete a safe sporting environment, by ensuring all coaches and support staff complete proper screening, implement the “Rule of Two” and provide an environment where the athletes do not feel vulnerable.

SECTION III - ATHLETE OBLIGATIONS

The Athlete shall:

- a. Submit, without prior warning, to unannounced doping-control tests in addition to other prior-notice tests and submit at other times to doping-control testing when requested by Archery Manitoba, the CCES or other authorities designated to do so.
- b. Participate in any doping control and anti-doping education program developed by Archery Manitoba in cooperation with the CCES and Sport Canada.
- c. Follow the policies, rules and regulations as set out in the Canadian Anti-Doping Program; by the World Anti-Doping Agency (WADA); the International Olympic Committee; the International Paralympic Committee; and World Archery.
- d. Not use or possess performance-enhancing drugs and not supply such drugs to others directly or indirectly, not knowingly aid in any effort to avoid detection of the use of banned substances or banned performance-enhancing practices, nor encourage or condone their use.
- e. Not use alcohol in excess (or at all in the case of under-aged athletes), and follow any specific guidelines established by the Program Leadership or the established regulatory authority regarding the use of alcohol.
- f. Not use Cannabis. Cannabis is currently listed as Prohibited in Competition on the World Anti-Doping Agency (WADA)'s Prohibited List. This can be verified via the Global DRO (<https://globaldro.com/Home>).
- g. Always use a bow and arrow in a safe manner and in accordance with all guidelines established by World Archery, the regulations of the sport, by the Program Leadership, as well as by local laws in other nations with regards to bow and arrow use and its transportation.
- h. Follow the training and competitive schedule provided by the Program Leadership or developed in consultation with the Program Leadership, and attend any required events included in the Provincial Team Programs, unless excused by the Program Leadership.
- i. Not use tobacco products or electronic cigarettes (vaping) for the duration of program or event schedule (or at all in the case of under-aged athletes), and follow any specific guidelines established by the Program Leadership or the established regulatory authority regarding the use of tobacco products and electronic cigarettes (vaping).
- j. Keep training records as required by the Program Leadership.

- k. Provide all relevant training records, charts and related technical and performance information that Archery Manitoba may request for review or approval.

- l. In the case of an injury or illness, which may impact the Athlete's participation in a Provincial Team activity, or from executing the training program to inform the Program Leadership as follows: 1) formally notify the program leadership within three (3) days from the start of such injury or illness. 2) if said injury or illness remains, send a signed certificate from a physician to the identified Program Leadership within fourteen (14) days following the beginning of said injury or sickness. The certificate should indicate the details of the health issue and the prognosis and timing for recovery and resumption of sport activity. Provincial Team Athletes are expected to follow all prescriptions for recovery as decided by the practitioner (physician or other), undergo medical evaluations under the leadership of Canadian Sport Institute as guided by the Program Leadership, and follow any jointly developed training and recovery program that is approved by the Program Leadership.

- m. Comply with all Archery Manitoba Codes and Policies, including but not limited to the Archery Manitoba Code of Conduct and the Archery Manitoba Social Media Policy, as well as any other Archery Manitoba policies. See the Archery Manitoba Social Media Policy on the Archery Manitoba website at:
<http://archerymanitoba.ca/about/governance/>

- n. Follow the training and competitive rules and regulations as set out by World Archery, Archery Canada and Archery Manitoba.

- o. Follow all guidelines as set out by the Program Leadership with respect to equipment management, equipment readiness, program clothing, competition preparation, and general competition conduct.

- p. Pay all fees and costs, including invoices or participation fees, owing to Archery Manitoba when due. Failure to do so, may result in the athlete's removal from the team for a specific event or components of the program.

- q. Follow the Archery Manitoba Dispute Resolution Policy for remedy of complaints and disagreements, and as per the principles of the Alternative Resolution Policy. Do not take a grievance public without first exhausting the above referenced policy or internal Archery Manitoba procedures.

- r. Avoid any action or conduct that would reasonably be expected to significantly disrupt or interfere with an Athlete's performance in competition, during an activity or event, or as part of the provincial team programs.

- s. Avoid participating in any competitions where either of Sport Manitoba policy and/or Archery Manitoba policy has determined that participation is not permitted.

- t. Participate in a minimum of four (4) hours volunteering annually, related to team activities, as indicated in the program criteria.
- u. When representing Manitoba and Team Manitoba (Sport Manitoba), exclusively wear and use clothing, apparel, products and equipment as directed by Archery Manitoba while engaged in any Provincial Team Athlete or related activities, including travel, training, competition, competition-day warming up, opening and closing ceremonies, post-competition ceremonies, press conferences, photos sessions, promotional events and other public appearances, at all times and in the proper manner as directed by Archery Manitoba.
- v. Be responsible to purchase replacements of any designated official clothing that requires replacement.

SECTION IV - DEFAULT OF AGREEMENT

1. Where the Athlete feels that Archery Manitoba has failed to meet its obligations under this Agreement, they may bring forward a grievance by following the processes outlined in the Archery Manitoba Dispute Resolution Policy and Archery Manitoba Complaint and Disciplinary Policy found at the following link: <http://archerymanitoba.ca/about/governance/>
As required by Archery Manitoba Complaints and Disciplinary Policy, the process is confidential, and the Athlete and Archery Manitoba shall both refrain from taking grievances public.
2. Where the Athlete fails to meet his or her obligations under this agreement the Archery Manitoba Complaints and Disciplinary Procedure found at the following link <http://archerymanitoba.ca/wpcontent/uploads/2016/08/ABAMComplaintandDisciplinaryPolicy-1.pdf> shall be followed.
3. Both parties agree to make full use of the options provided for in the dispute resolution provisions of this Agreement before taking any action outside the scope of this Agreement.
4. Where one of the parties to this agreement is of the opinion that the other party has failed to conform with its obligations under this Agreement, the following shall occur:
 - a. The party notifies the other party in writing of the particulars of the alleged default.
 - b. If there exists a reasonable opportunity to correct the default, and the default is not so fundamental as to amount to a repudiation of this Agreement, then the notifying party shall indicate in the notice, the steps to be taken to remedy the default, and indicate a reasonable period of time to complete the remedial steps:
 - i. If the party receiving the notice remedies the breach within the specified time, the dispute shall be considered resolved and neither party shall have any recourse against the other concerning the matter alleged to comprise the default; or

- ii. If the party receiving the notice fails to remedy the breach within the specified time, and either party wishes recourse against the other concerning the matters alleged to comprise the default, that party shall use the Archery Manitoba Dispute Resolution Policy and Archery Manitoba Appeal Policy found at the following link <http://archerymanitoba.ca/about/governance/> to resolve the differences between the parties.

SECTION V – TERM AND TERMINATION

1. The duration of the Agreement is from November 1, 2022 to October 31, 2023, unless terminated earlier pursuant to this Agreement or a decision-making Panel appointed in accordance with Archery Manitoba's policies.
2. The Athlete may terminate this Agreement at any time by providing written notice of termination to Archery Manitoba. The Athlete understands and agrees that in terminating this Agreement, the Athlete loses all rights, benefits, and privileges of participation in the Provincial Team Program, including the right to compete as a member of Team Manitoba (Sport Manitoba)
3. Archery Manitoba may terminate this Agreement prior to its scheduled expiry in the event the Athlete has committed a breach of Archery Manitoba's Code of Conduct, or has been found guilty on a non-inadvertent doping control violation, or has been convicted of a criminal offense, or has become ineligible to represent Manitoba or is deemed unable to fulfill this Agreement. Any decision by Archery Manitoba to terminate this Agreement prior to its scheduled expiry may be appealed by the Athlete through Archery Manitoba's Appeal Policy.

SECTION VI – ENTIRE AGREEMENT

1. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, understandings and discussions, whether oral or written, and there are no other warranties, agreements or representations between the parties except as expressly set forth herein.

SECTION VII – GENERAL

1. This Agreement will be governed by and construed in accordance with, and the rights of the parties will be governed by, the laws of the Province of Manitoba and the laws of Canada applicable therein.
2. This Agreement constitutes the entire Agreement between the parties hereto and replaces all previous Agreements entered into between them.

3. This Agreement may not be amended, modified, or altered in any respect except by written instrument signed by the parties hereto.
4. If any provision of this Agreement or the application thereof to any person or circumstance will be invalid or unenforceable in whole or in part, then the remaining provisions or the application thereof to persons or circumstances other than those as to whom or to which it is held invalid or unenforceable, will not be affected thereby, and every provision hereof will be valid and enforceable to the fullest extent permitted by law.
5. This Agreement will ensure to the benefit of and will be binding upon the parties hereto and their respective heirs, executors, personal representatives, successors and assigns, but will not be assignable by the Athlete.

SECTION VIII – ACKNOWLEDGEMENT

The Athlete confirms that they have signed this Athlete Agreement voluntarily and with full understanding of the nature and consequences of the Agreement.

DATE	ARCHERY MANITOBA REPRESENTATIVE
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DATE	ATHLETE
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DATE	LEGAL GUARDIAN OF ATHLETE UNDER 18 YEARS OF AGE
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